



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://cao.co.la.ca.us>

DAVID E. JANSSEN
Chief Administrative Officer

Board of Supervisors
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Fifth District

December 6, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVE ACQUISITION OF DONATED REAL PROPERTY FOR
WALNUT CREEK PARK – CITY OF SAN DIMAS
(FIFTH DISTRICT) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find this action to be categorically exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Approve and authorize the Chair to sign the Donation Agreement to acquire approximately 2,579 square feet of unimproved real property from Mr. and Mrs. Roger Craig (Donor), located in the City of San Dimas.
3. Authorize the Chief Administrative Office (CAO) to execute any required documentation necessary to complete the transfer of title to the County and to accept the deed conveying title to the County.
4. Authorize the Auditor-Controller to issue warrants as directed by the CAO for escrow, title insurance, and any related transactional costs, which are estimated not to exceed \$5,000.
5. Instruct the Assessor's office to remove the subject real property from the tax roll effective upon the transfer.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to accomplish a transfer of title to the unimproved real property (a portion of Assessor's parcel 8426-022-012), which is an important linkage for the Michael D. Antonovich Trail (MDA Trail). The property is located adjacent to the boundary of Walnut Creek Park and will be incorporated into the park property upon the transfer of the title.

Walnut Creek Park is a narrow linear corridor of varying widths located along and on both sides of a section of Walnut Creek running from Covina Hills Road to Frank G. Bonelli Regional Park. Portions of the park are primarily located in the City of San Dimas and access is available at 1100 Valley Center Road. The park is an existing natural area stream bed, measuring approximately 152 acres, with steep banks, undulating terrain, passive natural areas, and is improved with a children's play area, picnic facilities, off street parking, equestrian staging areas, and 3.7 miles of equestrian/hiking trails. Vegetation provides for native birds, animals, and reptiles. The County began acquiring portions of the park site in 1974 and has accumulated approximately 151.8 acres over the years.

The subject property is an important segment of the MDA Trail, which is a backbone connector segment of a larger trail system. To the south, the MDA Trail connects with the Marshall Canyon Trail, and to the north, the MDA Trail connects to the Schabarum Trail, which further connects to the San Gabriel River Trail. The MDA Trail does not officially extend across the Craig property, yet the public is unaware of this and inadvertently trespasses onto the Craig property. The acquisition will provide the public with continued use of the Donor property and enable the County to acquire an additional portion of the MDA Trail in fee.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The proposed recommendations further the Board-approved County Strategic Plan Goal 1 (Service Excellence) and Goal 6 (Community Service) by enabling the preservation of open space and by expanding recreational opportunities in Los Angeles County. These actions also contribute to Goal 5 (Children and Families Well-Being) because the property will provide children and families an opportunity to enjoy recreation in a natural setting.

FISCAL IMPACT/FINANCING

The costs associated with acquiring title, such as escrow fees and title insurance, will be funded through Park In Lieu Fees from Park Planning Area No. 14. Upon acquisition of the property, the Department does not anticipate any significant ongoing costs to maintain the property.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Department of Parks and Recreation has reviewed and concurs with the recommended actions. The CAO, pursuant to Government Code Section 65402, provided notification more than forty days ago, to the City of San Dimas' Planning Department, of the County's intent to acquire the real property. The Department of Public Works has conducted a Phase 1 environmental site assessment of the property and concluded that no further investigation of the subsurface is warranted.

The attached Donation Agreement and grant deed has been executed by Donor and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt from the CEQA pursuant to Sections 15316(b) and 15325 (f) and Classes 16 and 25 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, because the project involves a transfer of ownership of land in order to create parks as well as preserve existing natural conditions and historical resources.

IMPACT ON CURRENT SERVICES OR PROJECTS

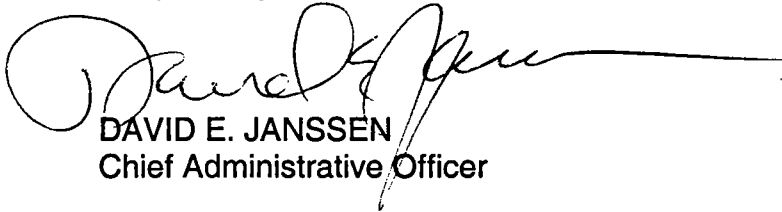
The recommended actions will serve to increase recreational opportunities for the public and will have no impact on any other current County services or projects.

The Honorable Board of Supervisors
December 6, 2005
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CONCLUSION

It is requested that the Executive Officer, Board of Supervisors, return two originals of the executed Donation Agreement, duplicate conformed copies of the adopted Board letter, and two certified copies of the Minute Order to the Chief Administrative Office, Real Estate Division at 222 South Hill Street, Third Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,



DAVID E. JANSSEN
Chief Administrative Officer

DEJ:WLD
CB:CM:cc

Attachments

c: County Counsel
Department of Parks and Recreation
Assessor
Auditor-Controller

WalnutCreekPark.b

DONATION AGREEMENT

THIS DONATION AGREEMENT ("Agreement"), dated for reference purposes only as of _____, 2005, is entered into by and between ROGER CRAIG and ARLENE CRAIG, husband and wife, as joint tenants ("Donor"), and the COUNTY OF LOS ANGELES, a body corporate and politic ("County").

RECITALS

1. Donor is the owner of 3.06 acres of land identified as County Assessor's Parcel Number 8426-022-012, legally described as Parcels 1 and 2 of Parcel Maps No. 13283, in the City of San Dimas, County of Los Angeles, State of California as per map recorded in Book 159, Page 36 of Parcel Maps, in the office of the County Recorder of said County ("Property"), incorporated herein by this reference.
2. Donor, under the terms and conditions herein, intends to convey a portion of the Property measuring approximately 2,579 square feet ("Donated Parcel") to the County, as described in Exhibit "A", and depicted on Exhibit "A-1", attached hereto and incorporated herein by this reference.
3. Donor is willing to convey to County, all of its rights, title and interest to the Donated Parcel, pursuant to the relevant provisions of the Government Code and in accordance with the terms and conditions set forth in this Agreement.

AGREEMENT

The terms and conditions of this Agreement are as follows:

1. Condition of Title to Transfer Property. The County, at its sole cost, will cause to be issued a C.L.T.A. Standard Coverage Form Policy of Title Insurance ("Title Policy") issued by Chicago Title Company ("Title Company"). Donor shall cause the conveyance of good and marketable fee absolute title to the Donated Parcel subject only to Item 2, contained in Schedule B of a preliminary title report ("PTR") issued by the Title Company on March 23, 2004, as Order No. 41026800A-X52. The County will request Donor's assistance in discharging, satisfying, releasing or terminating, as the case may be, of record, an exception to title. Donor agrees, prior to the Closing, (as defined in Section 6), to deliver and deposit into Escrow (as defined in Section 5.01), the Partial Reconveyance, executed on behalf of IndyMac Bank, FSB on July 8, 2005 and the Substitution of Trustee, executed on behalf of IndyMac Bank, FSB on July 8, 2005, to clear title to Item 1 of Schedule B contained in the PTR.

2. Form of Grant Deed. Fee simple absolute title to the Donated Parcel shall be conveyed by Donor to County as described in and by grant deed in the form attached hereto as Exhibit "B" ("Grant Deed"), duly executed and acknowledged by Donor, subject to matters of record disclosed in Item 2, Schedule B of the PTR. The County shall execute a Certificate of Acceptance in recordable form.
3. Condition of Donated Parcel. The County, as part of its investigative "due diligence" to satisfy and to determine the suitability of the Donated Parcel for the Walnut Creek Park, has and/or will initiate, at its cost, the preparation of the following: (i) a Phase I environmental site assessment report; and (ii) the Title Company's PTR's Order No. 41026800-X52, dated March 23, 2004; to determine the suitability of the Donated Parcel for a portion of the County trail for the public. Should the County determine, in its sole discretion, that the Donated Parcel is not suitable for its intended use, County may decline to accept transfer of title to the Donated Parcel.
4. Encumbrances. Donor agrees not to encumber the Donated Parcel or to cause, or acquiesce to, any further liens or encumbrances or otherwise alter the condition of title without providing prior written notification to County. If Donor encumbers the Donated Parcel, County, in its sole discretion, may decline to accept transfer of title to the Donated Parcel.
5. Escrow
 - 5.01 Within ten (10) days after the execution of this Agreement by all parties, the parties shall open an escrow ("Escrow") with Chicago Title Company, 700 South Flower Street, Suite 900, Los Angeles, California 90017, Attention: Gus Aguilar, ("Escrow Holder") selected by the County for the purpose of consummating this Agreement. The parties shall execute and deliver to Escrow Holder, within five (5) business days of receipt, such escrow instructions prepared by Escrow Holder as may be required to consummate the transaction contemplated by this Agreement. Any such instructions shall not conflict with, amend, or supersede any provisions of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control unless the parties expressly agree, in writing, otherwise.
 - 5.02 Escrow Holder is authorized to:
 - 5.02.01 Pay, and charge Donor, for any delinquent taxes, and penalties and interest thereon, and for any delinquent or nondelinquent assessments or bonds against the Donated Parcel, except those which title is to be taken subject to and in accordance with the terms of this Agreement;

5.02.02 Pay, and charge County, for all of the title and escrow fees;

5.02.03 Prorate all real property taxes, if any, which are a lien and/or unpaid as of the close of Escrow according to the formula adopted by the Los Angeles County Assessor's Office and charge Donor. The tax amount charged will be made payable to the County Auditor-Controller's Office following the closing of Escrow. Any taxes which have been prepaid by Donor shall not be prorated, but Donor shall have the sole right, after the closing of Escrow, to apply to the Los Angeles County Treasurer for refund of the taxes attributable to the period after acquisition pursuant to the Revenue and Taxation Code Section 5096.7;

5.02.04 Record the Substitution of Trust Deed and the Partial Reconveyance, as to the Donated Parcel; and

5.02.05 When all of the conditions of Escrow have been fulfilled by County and Donor, Escrow Holder is instructed to: (i) record the Grand Deed and the Certificate of Acceptance; (ii) deliver to County and Donor copies of the Escrow closing statements; and (iii) deliver to Donor and County any items or documents given to Escrow Holder to hold for County and/or Donor.

6. Closing. For the purposes of this Agreement, the "Closing" shall be defined as the recordation of the Grant Deed in the Official Records and the issuance of the Title Policy. The date upon which the Closing occurs is the "Closing Date". The parties agree to use their best efforts to effect the Closing by December 19, 2005. The parties may agree in writing to extensions of the Closing if such extensions appear to either party to be necessary.
7. Possession. County shall be entitled to the exclusive right of occupancy to the Donated Parcel as of the Closing.
8. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested or by Express Mail or Federal Express to the following address:

To County: County of Los Angeles
Chief Administrative Office, Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012
Attention: Carlos Brea

With a Copy to:

Office of County Counsel
Kenneth Hahn Hall of Administration, Room 648
500 West Temple Street
Los Angeles, CA 90012
Attention: Kathleen Felice, Senior Deputy, County Counsel

To Donor: Roger and Arlene Craig
20711 East Mesarica Road
Covina, CA 91724

Notice shall be deemed given two (2) business days after deposit with a carrier as specified above. Notice of change of address shall be given by written notice in the manner detailed in this Section.

9. Donor's Representations and Warranties. Donor makes the following representations and warranties regarding the Donated Parcel and its ownership thereof. Each of the following representations and warranties shall be deemed to have been remade as of the Closing.
- 9.01 Power. Donor has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.
- 9.02 Requisite Action. All requisite action has been taken by Donor in connection with entering into this Agreement and the instruments referenced herein, and, by the Closing, all such necessary action will have been taken to authorize the consummation of this transaction. By the Closing, no additional consent of any person or entity, judicial or administrative body, governmental authority or other party shall be required for Donor to consummate this transaction.
- 9.03 Individual Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of Donor have the legal power, right and actual authority to bind Donor to the terms and conditions hereof and thereof.
- 9.04 Validity. This Agreement and all documents required hereby to be executed by Donor are and shall be valid, legally binding obligations of and enforceable against Donor in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the right of contracting parties generally.

- 9.05 Violations. Donor has no present actual knowledge of any outstanding, uncured, written notice or citation from applicable governmental authorities of violation of any applicable codes, environmental zoning and land use laws, subdivision laws, and other applicable federal, state and local laws, regulations and ordinances, including, but not limited to, those relating to environmental conditions, hazardous materials or wastes, toxic materials or wastes or other similar materials or wastes.
- 9.06 Litigation. Donor has no present actual knowledge of any litigation pending or threatened against Donor on any basis therefor that arises out of the ownership of the Donated Parcel or that might detrimentally affect the Donated Parcel or adversely affect the ability of Donor to perform its obligations under this Agreement.
10. County's Representations and Warranties. In consideration of Donor entering into this Agreement and as an inducement to Donor to donate the Donated Parcel, County makes the following representations and warranties, each of which is material and is being relied upon by Donor and the truth and accuracy of which shall constitute a condition precedent to Donor's obligations hereunder. Each of the following representations and warranties shall be deemed to have been remade as of the Closing.
- 10.01 Power. County has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.
- 10.02 Requisite Action. All requisite action has been taken by County in connection with entering into this Agreement and the instruments referenced herein, and, by the Closing, all such necessary action will have been taken to authorize the consummation of this transaction. By the Closing, no additional consent of any person or entity, judicial or administrative body, governmental authority or other party shall be required for County to consummate this transaction.
- 10.03 Individual Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of County have the legal power, right and actual authority to bind County to the terms and conditions hereof and thereof.
- 10.04 Validity. This Agreement and all documents required hereby to be executed by County are and shall be valid, legally binding obligations of and enforceable against County in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the right of contracting parties generally.

11. Inspection of the Site
 - 11.01 Donor agrees it will provide County and/or County's employees, representatives and agents with access to the Donated Parcel, and Property upon reasonable notice, to conduct any inspections County deems appropriate at any time prior to the Closing.
 - 11.02 County shall not engage in any destructive testing during any inspection of the Donated Parcel, without the written consent of Donor.
12. Condition of Donated Parcel. County acknowledges that neither Donor, its agents, employees nor its other representatives have made any representations or warranties to County regarding any matter relating to the Donated Parcel, except as set forth in Section 9, including but not limited to the Donated Parcel's condition, fitness, environmental conditions, adequacy of design, suitability for a particular purpose, the effect of zoning and other applicable laws, regulations and governmental rulings, or the accuracy, completeness or relevance of any materials or information regarding the Donated Parcel provided by Donor. County agrees that County is relying exclusively on County's own independent investigation of all such matters.
13. Survival of Covenants. The covenants, indemnities, agreements, representations and warranties made herein are intended to survive the Closing and recordation and delivery of the Grant Deed conveying the Donated Parcel to County.
14. Required Actions of County and Donor. County and Donor agree to execute all such instruments and documents and to take all actions pursuant to the provisions hereof in order to consummate this transaction and shall use their best efforts to effect the Closing in accordance with the provisions hereof.
15. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and no addition or modification of any term or provision shall be effective unless set forth in writing, signed by both Donor and County.
16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Agreement.
17. California Law. This Agreement shall be construed in accordance with the laws of the State of California.
18. Waivers. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.

19. Captions. The captions and the section and subsection numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.
20. Interpretation. Unless the context of this Agreement clearly requires otherwise, (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.
21. Severability. This Agreement shall not be deemed severable. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, this Agreement shall be void and of no further effect.
22. Delegation of Authority. County hereby delegates to its Chief Administrative Officer or his designee, the authority to issue any and all approvals required by this Agreement and to execute any and all instruments necessary to consummate this transaction.
23. Binding Effect. The provisions of this Agreement shall be binding upon the parties hereto and their respective successors-in-interest.
24. No Presumption Re: Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.
25. Assistance of Counsel. Each party hereto either had the assistance of counsel or had counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.

/ / / / SIGNATURE PAGE FOLLOWS / / / /

IN WITNESS WHEREOF, Donor has executed this Agreement or caused it to be duly executed and County by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Clerk, the day, month, and year first above written.

DONOR:

By: Roger Craig
Roger Craig, Joint Tenant

Date: 11-7-05

By: Arlene Craig
Arlene Craig, Joint Tenant

Date: 11-7-05

COUNTY OF LOS ANGELES:

By: _____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk of
The Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.

By: Kathleen D. Felice
Deputy

LIST OF EXHIBITS

- A. LEGAL DESCRIPTION - "DONATED PARCEL"
- A-1. PLAT MAP - "DONATED PARCEL"
- B. GRANT DEED - "DONATED PARCEL"

EXHIBIT "B"
GRANT DEED

**RECORDING REQUESTED BY
COUNTY OF LOS ANGELES**

WHEN RECORDED MAIL TO:

County of Los Angeles
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Chris Montana

Space above this line for Recorder's use

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX
PURSUANT TO SECTION 11922 OF THE REVENUE & TAXATION CODE

ASSESSOR'S IDENTIFICATION NUMBER
426-022-12 (Portion)

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO
SECTION 27383 OF THE GOVERNMENT CODE

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledge, ROGER GRAIG AND ARLENE CRAIG, husband and wife, as joint tenants, do hereby grant to the COUNTY OF LOS ANGELES, a body corporate and politic, all of their rights, title and interest in the real property situated in the County of Los Angeles, State of California, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

Dated: _____

By: _____
Roger Craig, Joint Tenant

By: _____
Arlene Craig, Joint Tenant

EXHIBIT "A"
LEGAL DESCRIPTION OF DONATED PARCEL

THOSE PORTIONS OF PARCELS 1 AND 2 OF PARCEL MAP NO. 13283, IN THE CITY OF SAN DIMAS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 159, PAGES 36 AND 37 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 2 OF SAID PARCEL MAP; THENCE ALONG THE WEST LINE OF SAID PARCEL, NORTH 15° 29' 01" WEST 75.79 FEET TO THE NORTHWEST CORNER OF SAID PARCEL, SAID CORNER ALSO BEING THE MOST WESTERLY CORNER OF SAID PARCEL 1; THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF SAID PARCEL1 NORTH 46° 58' 44" EAST 21.74 FEET; THENCE SOUTH 26° 05' 39" EAST 69.44 FEET; THENCE SOUTH 38° 26' 23" EAST 36.19 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF PUENTE STREET, SAID RIGHT OF WAY LINE ALSO BEING THE SOUTHERLY LINE OF SAID PARCEL 2; THENCE WESTERLY ALONG SAID SOUTHERLY LINE, NORTH 85° 43' 20" WEST 39.10 FEET AND SOUTH 89° 31' 27" WEST 9.71 FEET TO THE POINT OF BEGINNING

CONTAINING 2,579 SQUARE FEET, MORE OR LESS.

EXHIBIT "A-1"

